more profitable business would be secured if the three services of documentation, loading and stevedoring could all be provided by the family business which pre-war had confined itself to documentation.

I would accordingly allow this appeal with costs here and below and order that the declarations and orders prayed for in the plaint be made — the costs to be paid by respondents other than infants. The deposit in Court will be paid to the appellants.

Appeal allowed.

Solicitors: *T. K. Sen; Bannon & Bailey.*

LIAN WAH CONTRACTORS v. V. GOPAL & ANOR.

[A.C.J. (Murray-Aynsley C.J.) November 29, 1954]

[Singapore — District Court Appeal No. 27 of 1954]

Labour Ordinance (Cap. 69), s. 45 — Sub-contractor for labour — Claim by — Money due under sub-contract and "extras" — Whether claim for "wages" — Jurisdiction of Controller.

In this case the respondents entered into a sub-contract for the construction of a road. The head contractor supplied the materials, the respondents the tools. The contract was for the making of a considerable stretch of road at so much a square yard, for which the respondents seem to have employed at times more than 50 men each. There were disputes relating to the conditions or period of employment, to advances of goods or money, to wages or to keeping accounts. The respondents claimed money due under the sub-contract and considerable sums for "extras". The learned Asst. Commissioner for Labour decided that the dispute fell within his jurisdiction under s.45 of the Labour Ordinance and found for the respondents as claimed. It was admitted on appeal that if the Controller had jurisdiction what was claimed must be brought within the category of "wages".

Held: (1) the fact that sub-employment by the "labourer" was contemplated in every case did not prevent his remuneration from being in the category of "wages"; (2) in the circumstances of the case to describe the claim as one for "wages" would be to give that word a quite unnatural meaning, and therefore the Controller lacked jurisdiction.

DISTRICT COURT APPEAL.

L. A. J. Smith for the appellants.

R. K. Booker for the respondents.

Cur. Adv. Vult.

Murray-Aynsley C.J.: — This appeal raises a question of jurisdiction. Section 45 of Cap. 69 confers jurisdiction in certain cases; this jurisdiction depends on the status of the parties, and the nature of the cause of action. As regards parties, there must be a dispute between an employer and a labourer. "Employer" and "Labourer" are defined in section 2. Further by sub-section 6 of section 45 "labourer" includes a sub-contractor for labour. The last phrase is not defined.

In the present case the respondents entered into a sub-contract for the construction of a road. The head contractor supplied the materials, the respondents the tools. As these were of a very simple character, I am prepared to agree that the respondents were sub-contractors for labour within the meaning of the sub-section.

However, the jurisdiction is limited to certain causes of action. These are disputes relating to the conditions or period of employment, to advances of goods or money, to wages or to keeping of accounts. In the present case the respondents claimed money due under the sub-contract and considerable sums for "extras". It is admitted that if the Controller has jurisdiction what is claimed must be brought within the category of "wages". The matter is not without difficulty and I do not think that the fact that sub-employment by the "labourer" is contemplated in every case prevents his remuneration from being in the category of "wages". But in the present case the contract was for the making of a considerable stretch of road at so much a square yard, for which the respondents seem to have employed at times more than 50 men each. In these circumstances it seems that to describe the claim as one for "wages" would be to give that word a quite unnatural meaning. Therefore, I find that the Controller lacked jurisdiction and his award must be set aside.

Appeal allowed with costs. Deposit to appellants.

Appeal allowed.

Solicitors: *Donaldson & Burkinshaw; Allen & Gledhill.*

THE FIRM OF A.M.K.M.K. v. M. RM. PERIANAN CHETTIAR

[P.C. (Lord Oaksey, Lord Morton of Henryton and Lord Keigh of Avonholm) January 11, 1955]

[Privy Council Appeal No. 23 of 1954]

Debtor and Creditor (Occupation Period) Ordinance, 1948, s. 8 — Debtor and creditor carrying all payments made by either of them to a current account — Payments made during Occupation period — Credit balance offsets pre-Occupation debts — Meaning of "first".

Where a creditor having a right to appropriate moneys paid to him generally, and not specifically appropriated by the person paying them, carries them into a particular account kept in his books, he *prima facie* appropriates them to that account, and the effect of that is, the payments are *de facto* appropriated according to the priority in order of the entries on the one side and on the other of that account.